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guardian shall also, before fixing on the time and place of the sale, take and subscribe an oath in substance like that required in the succeeding subdivision to be taken by an executor, administrator or guardian, when licensed to sell real estate pursuant to the provisions of that subdivision." The record showed that the attorney had taken oath to the effect that he was authorized to act for the guardians in making the sale and that he would exert his best endeavors to dispose of the real estate in such a manner as would be most advantageous to all interested. In an action by the grantors under quit claim deeds on the ground of fraud and by the infant heirs to set aside the guardian's deed. *Held*, the oath taken and subscribed by the attorney employed by the guardian to conduct the sale does not satisfy the foregoing requirement of the statute and renders the deed void. *Levara et al v. McNeny et al* (1904), — Neb. —, 98 N. W. Rep. 679.

This case seems to hold that where statutes of this kind exist a foreign guardian cannot make a valid sale without coming to the jurisdiction where the land lies and at least supervising the sale. While the law does not require him to act as auctioneer and attend to every detail in person, it casts upon him the general duty of conducting the sale, a duty which he cannot according to the weight of authority delegate to another. *Sebastian v. Johnston*, 72 Ill. 282, 22 Am. St. Rep. 144; *Kellogg v. Wilson*, 89 Ill. 357; *Taylor v. Hopkins*, 40 Ill. 442; *Hicks v. Willis*, 41 N. J. Eq. 516, 7 Atl. Rep. 507; *Bachelor v. Korb*, 58 Neb. 122, 78 N. W. Rep. 485, 76 Am. St. Rep. 70. WOERNER'S AMERICAN LAW OF GUARDIANSHIP, p. 272. RODGERS ON DOMESTIC RELATIONS 842.

HUSBAND AND WIFE—ANTE-NUPTIAL CONTRACT.—A and B about to marry enter into the following ante-nuptial contract. A, the prospective husband agrees to give B, his prospective wife, \$500, to be paid at his death, binding his administrators, executors and assigns to pay the same. B, the prospective wife, binds herself to make no claim to dower or homestead, or other interest or share in the real or personal estate of A and she expressly relinquishes all such claims. A agrees that B shall have the exclusive right to the use, control and disposal of all her personal property, before, during and after the marriage free from all claims of A. A further agrees to furnish support according to their station during his natural life. B dies several years before A. In an action by B's administrators against A's administrators, *Held*, that the wife's death before her husband's did not relieve his administrator from the payment of the amount specified to her personal representatives. *Barlow's Administrator v. Comstock's Administrator* (1904), — Ky. —, 78 S. W. Rep. 475.

This case at first blush appears peculiar, but is a correct holding upon a contract so peculiar in its provisions. It was contended that the sum to be paid was in lieu of all rights which the wife might have growing out of the marriage, in the estate of her prospective husband as surviving widow and that by reason of her death before his she never became invested with any estate of the character sought to be released; and in consequence the written obligation sued on was not enforceable. The court thought this would be importing into the agreement what was not there, as nothing is said as to the effect of her death before his, or that the contract sued on was to be enforced only in case she survived her husband. A liberal construction should be given these contracts for their purpose is to avoid strife, secure peace and adjust and settle the question of marital rights in property. *Long v. Kinney*, 49 Ind. 239; *Tabb v. Archer* 3 Hen. & M. (Va.) 399, 3 Am. Dec. 657, *Williamson v. Yager*, 91 Ky. 282; *Stace v. Bumgarden*, 89 Va. 418.